
State: District of Columbia **Filing Company:** The Prudential Insurance Company of America
TOI/Sub-TOI: H03G Group Health - Accidental Death and Dismemberment/H03G.000 Health - Accidental Death & Dismemberment
Product Name: PF: BEL Child Eligibility
Project Name/Number: BEL Child Eligibility/

Filing at a Glance

Company: The Prudential Insurance Company of America
Product Name: PF: BEL Child Eligibility
State: District of Columbia
TOI: H03G Group Health - Accidental Death and Dismemberment
Sub-TOI: H03G.000 Health - Accidental Death & Dismemberment
Filing Type: Form
Date Submitted: 05/02/2018
SERFF Tr Num: PRUD-131483961
SERFF Status: Pending Industry Response-APPROVED
State Tr Num:
State Status:
Co Tr Num: GRIN-83500 BEL 5193-ADD-DS-DC
Implementation: On Approval
Date Requested:
Author(s): Philip Miraldo, Donna Sousa, Stacee Smith
Reviewer(s): Andre Beard (primary)
Disposition Date: 05/08/2018
Disposition Status: APPROVED
Implementation Date:

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General Information

Project Name: BEL Child Eligibility Status of Filing in Domicile:
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Small and Large
 Group Market Type: Employer, Association, Discretionary, Explanation for Other Group Market Type: Credit Union, Labor Union
 Trust, Other
 Overall Rate Impact: Filing Status Changed: 05/08/2018
 State Status Changed:
 Deemer Date: Created By: Donna Sousa
 Submitted By: Donna Sousa Corresponding Filing Tracking Number:

Filing Description:

We submit, for filing, the group insurance form listed below. This is a new form and is not intended to replace any previously filed form. The variable material in this form has been indicated by brackets and is subject to change as described in the Explanation of Variable Language.

Form Number / Description

83500 BEL 5193 / Who is Eligible to Become Insured

Description of Filing. We are updating our eligibility provisions around children and incapacitated children.

Combination Filing. The form in this submission is a combination form for use with more than one Type of Insurance (TOI) and Sub-Type of Insurance (Sub-TOI). Therefore, we are submitting a separate filing for each applicable TOI and Sub-TOI.

Intended Use. This form may be used with our 83500 series of forms and any other appropriate group insurance forms on file with the Department.

Readability Certification. We certify that, in our judgment, the form in this submission meets the objective standards as to policy language simplification of Sections 31-4725 through 31-4727 of the District of Columbia Insurance Code. According to the computer service to which we subscribe, the Flesch test score for this form is at least 40.

Deemer. We will place this form in use 30 days after the date you receive this filing unless we receive affirmative acknowledgment or disapproval.

If there are any questions regarding this filing, please feel free to call Donna Sousa at 973-548-6487.

Company and Contact

Filing Contact Information

Joanne Spruill, Director joanne.spruill@prudential.com
 80 Livingston Ave 973-548-6196 [Phone]
 Roseland, NJ 07068

SERFF Tracking #: PRUD-131483961

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Filing Company Information

The Prudential Insurance

CoCode: 68241

State of Domicile: New Jersey

Company of America

Group Code: 304

Company Type: Life

751 Broad Street

Group Name:

State ID Number:

Newark, NJ 07102-3777

FEIN Number: 22-1211670

(973) 802-6000 ext. [Phone]

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State:	District of Columbia	Filing Company:	The Prudential Insurance Company of America
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Andre Beard	05/08/2018	05/08/2018

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Disposition

Disposition Date: 05/08/2018
Implementation Date: 05/08/2018
Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Who is Eligible to Become Insured	APPROVED	Yes

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Form Schedule

Lead Form Number: 83500 BEL 5193

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 05/08/2018	Who is Eligible to Become Insured	83500 BEL 5193	CERA	Initial		52.600	83500 BEL 5193 as filed in DC.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

Who is Eligible to Become Insured

FOR [EMPLOYEE] INSURANCE

You are eligible to become insured for [Employee] Insurance while:

- 1
- [You are a full-time Employee of the Employer; and
 - You are in a Covered Class; and
 - You are not on active duty in the armed forces of any country; and
 - You are under age <50-75>; and
 - You have completed the Employment Waiting Period, if any. You may need to work for the Employer for a continuous full-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.]

2

[You are full-time if you are regularly working for the Employer at least the number of hours in the Employer's normal full-time work week for your class, but not less than 30 hours per week. If you are a partner or proprietor of the Employer, that work must be in the conduct of the Employer's business.]

3

[Your class is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations. You cannot belong to more than one class for insurance on each basis, Contributory or Non-contributory Insurance, under a Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.]

4

[This applies if you are an Employee of more than one subsidiary or affiliate of an Employer included under the Group Contract: For the insurance, you will be considered an Employee of only one of those subsidiaries or affiliates. Your service with the others will be treated as service with that one.]

The rules for obtaining [Employee] Insurance are in the When You Become Insured section.

5

[FOR DEPENDENTS INSURANCE

You are eligible to become insured for Dependents Insurance while:

- You are eligible for Employee Insurance; and
- You have a Qualified Dependent; and
- You are insured for the Term Life Coverage for Employees under the Group Contract.

5a

Qualified Dependents (Including Domestic Partners):

These are the persons for whom you may obtain Dependents Insurance:

- A person under age <50 – 75> who is your Spouse or Domestic Partner prior to their enrollment for Dependents Insurance.

Your Spouse means your lawful Spouse.

Your Domestic Partner is a person of the same or opposite sex who:

- (1) Satisfies the requirements for being a domestic partner, registered domestic partner or party to a civil union under the law of your jurisdiction of residence; or
- (2) Is a person of the same or opposite sex who satisfies all of the following:
 - (a) is age 18 or older; and
 - (b) is not related to you by blood or a degree of closeness that would prohibit marriage in the law of the jurisdiction in which you reside; and
 - (c) is mentally competent to consent to contract; and
 - (d) is not married to another person under statutory or common law nor in a domestic partnership, registered domestic partnership or civil union with another person; and
 - (e) is not otherwise a Qualified Dependent under the Program; and
 - (f) is in a single dedicated, serious and committed relationship with you; and
 - (g) has shared a single permanent residence with you for at least <3 – 24> consecutive months; and
 - (h) is financially interdependent with you.

Where requested by Prudential, you and/or your Domestic Partner certify that all of the above requirements are satisfied. Such certification shall be in a format satisfactory to Prudential.

Either a Spouse or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

5b

- For Dependents Term Life Coverage, your unmarried Child(ren) from <live birth – 6 months> to <18 – 29> years old.
- For accident Coverage, your unmarried Children from live birth to <18 – 29> years old.

Your Child(ren) include your:

- (1) Biologic child(ren);
- (2) Legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren. A child placed with you for adoption prior to legal adoption is considered your Qualified Dependent from the date of placement for adoption, and is treated as though the child was your newborn child;
- (3) Foster children;
- (4) Domestic Partner's children; and
- (5) Child(ren) for whom you, your Spouse or your Domestic Partner
 - (a) have been appointed the legal guardian;

- (b) claim as a dependent on your, your Spouse's or your Domestic Partner's federal income tax returns.

A Child who is your, your Spouse's or your Domestic Partner's ward under a legal guardianship will be considered a Qualified Dependent from the effective date of court order granting the legal guardianship, and is treated as though the Child was your newborn Child.

- Your Incapacitated Children.

Your Incapacitated Children means each Child (as defined above) who satisfies all of the following:

- (1) Your Child is incapable of self-sustaining employment because of a mental or physical Injury or Illness.
- (2) Your Child is so incapacitated before the Child reaches age <18 – 29>.

You must provide Prudential with satisfactory proof that your Child satisfies the above conditions within <31 – 60> days of:

- (1) the covered Child's attainment of the age limit for a Qualified Dependent Child; or
- (2) the date you first become eligible for Coverage with respect to a Child over the age limit for a Qualified Dependent Child.

Periodically, Prudential may request that you provide proof that your Child continues to satisfy the above conditions.

Failure to provide the proof required or requested above will cause your Coverage with respect to that Child to end.

Exceptions:

5c

For Dependents Term Life Coverage:

- (1) The age <18 – 29> limit does not apply to a Child who:
 - (a) wholly depends on you for support and maintenance; and
 - (b) is enrolled as a full-time student in a school; and
 - (c) is less than the Student Age Limit.

Student Age Limit: <19 – 29>.

5d

- (2) Your Spouse, Domestic Partner, or Child is not your Qualified Dependent while:
 - (a) on active duty in the armed forces of any country; or
 - (b) insured for life coverage under the Group Contract as an Employee; or
 - (c) the Spouse, Domestic Partner, or Child continues to have life insurance coverage under the Group Contract under a coverage continuation provision such as the Extended Death Benefit and Waiver of Premiums During Total Disability provision of the Employee Term Life Coverage.

5c

For accident Coverage:

- (1) The age <18 – 29> limit does not apply to a Child who:
 - (a) wholly depends on you for support and maintenance; and
 - (b) is enrolled as a full-time student in a school; and
 - (c) is less than the Student Age Limit.

Student Age Limit: <19 – 29>.

5d

- (2) Your spouse, Domestic Partner, or Child is not your Qualified Dependent while:
 - (a) on active duty in the armed forces of any country; or
 - (b) insured for accident coverage under the Group Contract as an Employee.

5d

A Child will not be considered the Qualified Dependent of more than one Employee. If this would otherwise be the case, the Child will be considered the Qualified Dependent of the Employee named in a written agreement of all such Employees filed with the Contract Holder. If there is no written agreement, the Child will be considered the Qualified Dependent of:

- (1) the Employee who became insured under the Group Contract with respect to the Child, while the Child was a Qualified Dependent of only that Employee; and otherwise
- (2) the Employee who has the longest continuous service with the Employer, based on the Contract Holder's records.

The rules for obtaining Dependents Insurance are in the When You Become Insured section.]

When You Become Insured

FOR [EMPLOYEE] INSURANCE

6

[Your Employee Insurance under a Coverage will begin the first day on which:

- You have enrolled, if the Coverage is Contributory; and
- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for Employee Insurance; and
- Your insurance is not being delayed under the Delay of Effective Date Section below; and
- That Coverage is part of the Group Contract.

6a

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within <30 – 120> days of when you could first be covered, or within <30 – 120> days of a Life Event. The Contract Holder will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

The “Definitions” section explains what “Life Event” means.

6b

When evidence is required: In any of these situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

- (1) For Contributory Insurance, you enroll more than <30 – 120> days after you could first be covered, or more than <30 – 120> days after a Life Event.
- (2) You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.
- (3) You wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.
- (4) You have not met a previous evidence requirement to become insured under any Prudential group contract for Employees of the Employer.]

7

[FOR DEPENDENTS INSURANCE

Your Dependents Insurance under a Coverage for a person will begin the first day on which all of these conditions are met:

- You have enrolled for the person for Dependents Insurance under the Coverage, if the Coverage is Contributory.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for the Employee Insurance, if any, under that Coverage. To be insured for a Qualified Dependent under the Dependents Term Life Coverage, you must be insured under an Employee Term Life Coverage of the Group Contract. To be insured for a Qualified Dependent under the accident Coverage, you must be insured for Employee Insurance under the optional accident Coverage of the Group Contract.
- For Dependents Term Life Insurance, any evidence requirement for that Qualified Dependent has been met.
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- Dependents Insurance under that Coverage is part of the Group Contract.

7a

For Contributory Insurance, you must enroll your Qualified Dependent on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Dependents Insurance within <30 – 120> days of when you could first be covered, or within <30 – 120> days of a Life Event. The Contract Holder will tell you whether contributions are required and the amount of any contribution when you enroll your Qualified Dependent.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.

The “Definitions” section explains what “Life Events” means.

7b

When evidence is required for Dependents Term Life Insurance: In any of these situations, evidence of insurability must be given for a Qualified Dependent Spouse or Domestic Partner. This requirement will be met when Prudential decides the evidence is satisfactory. Evidence is not required for a Qualified Dependent Child.

- (1) For Contributory Insurance, you enroll for Dependents Insurance under a Coverage more than <30 – 120> days after you are first eligible for Dependents Insurance, or more than <30 – 120> days after a Life Event.
- (2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution.
- (3) The Qualified Dependent Spouse or Domestic Partner is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

7c

Change in Family Status: It is important that you inform the Employer promptly when you first acquire or lose a Qualified Dependent. You should also inform the Employer if your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents.
- Qualified Dependent Spouse or Domestic Partner only.
- Qualified Dependent Spouse or Domestic Partner and Children.
- Qualified Dependent Children only.

If you are insured under a Coverage for one or more Children, you need not report additional Children.

Forms are available for reporting these changes.]

8

[Delay of Effective Date

FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will be delayed if you do not meet the Active Work Requirement on the day your insurance would otherwise begin. Instead it will begin on the first day you meet the Active Work Requirement and the other requirements for the insurance. The same delay rule will apply to any increase in your insurance that is subject to this section. If you do not meet the Active Work Requirement on the day that an increase would take effect, it will take effect on the day you meet that requirement.

FOR DEPENDENTS TERM LIFE COVERAGE

A Qualified Dependent may be confined for medical care or treatment, at home or elsewhere. If a Qualified Dependent is so confined on the day that your Dependents Insurance under a Coverage for that Qualified Dependent, or any increase in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or increase will take effect upon the Qualified Dependent's final medical release from all such confinement. The other requirements for the insurance or increase must also be met.

Newborn Child Exception: This section does not apply to a Child of yours if the Child is born to you and either:

- (1) is your first Qualified Dependent; or
- (2) becomes a Qualified Dependent while you are insured for Dependents Insurance under that Coverage for any other Qualified Dependent.

Also, this section does not apply to any age increase in the amount of insurance for a Child under the Dependents Term Life Coverage.]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 BEL 5193

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as names, amounts, times and ages which may be varied.

Ranges (e.g., of percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

Within the illustrative material, the term “you”, “person” or “Employee” may be replaced by the term “Member”, “Participant”, “Associate” or other appropriate term describing a member of the group insured.

The term “Dependent”, “Spouse” ”Domestic Partner” or “Child” may be deleted or modified to reflect only the applicable dependents.

The terms “Contract Holder”, “Employer” “Association” or the name of the Contract Holder, Employer or Association may be used interchangeably or may be replaced by other appropriate terms.

The term “full-time” may be replaced by the terms “full-time or part-time” or “part-time”.

Reference to the term “Contribution” may be replaced by the term “Premium” or “Premium payment”.

The coverage names may be referred to by other appropriate names, such as “Basic”, “Optional”, or “Voluntary” (e.g., Basic Employee Term Life Coverage).

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to reflect provisions for dependents if a dependents only certificate is to be issued. It may also be revised as follows:
 - One or more bullets may be deleted or revised as applicable to a Contract Holder's Plan.
 - Additional bullets may be added for eligibility criteria.
 - The references to full-time work may be deleted or revised to include references to part-time or may be replaced by part-time only.
 - The Employment Waiting Period item may be revised to specify the actual Employment Waiting Period, or to add the following to the item:

You may need to work for the Employer for a continuous full-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.
2. This item may be omitted. It may also be revised as follows:
 - to reflect the specific definition of "full-time" for a specific Contract Holder;
 - to add a definition of part-time; or
 - to replace the definition of full-time with a definition of part-time.
3. This item may be omitted, or the third sentence may be omitted. The definition of class may also be revised to show alternate requirements.
4. This item may be omitted. It may also be revised to detail eligibility requirements if the person is employed by more than one subsidiary or affiliate of the Contract Holder, or is employed by more than one Included Employer.
5. This item may be deleted if there is no dependents coverage or it may be revised as follows:
 - Alternate eligibility requirements may be shown.
 - The definition of Qualified Dependents may be revised to remove reference to domestic partners, to include only spouse, only Child, both spouse, and Child, or other dependents.
 - The dependent information may be split up based on coverage types to apply different rules for life and accident coverages.
- 5a. The references to domestic partners may be deleted, or the requirements may be revised to show alternate eligibility requirements where required or permitted by state law.

5b. Child eligibility may be revised as follows:

- It may be split based on coverage types or may be the same for all coverages.
- Ages and the rules for who is considered a Qualified Dependent may be revised.
- Each of the items listed under included Children may be included as shown, deleted or revised to show alternate Child eligibility.
- If Child coverage continues beyond the limiting age an additional line may be added which details the time period.
- The incapacitated Child item may be deleted in whole or the second item (2) may be deleted.

5c. This item may be omitted in whole or in part or revised as follows:

- The reference to a specific coverage may be deleted or the name of the coverage may be revised.
- If the student age limit is unlimited, item (c) will be omitted.
- The ages may change.
- The full-time student requirement may be omitted or revised to show a specific number of credit hours, or part-time, etc.
- The dependency requirement may be omitted or revised to show alternate dependency rules such as residing in the Employee's home.
- If Child coverage continues beyond the limiting age, an additional line may be added which details the time period.

5d. This item may be deleted in whole or in part.

6. This item may be changed to reflect provisions for dependents if a dependents only certificate is to be issued. It may also be revised as follows:

- The lead in paragraph may be expanded to include the date coverage will start and to indicate that coverage will not begin until enrollment is complete and Prudential approves the application. It may also reference that your Effective Date of Coverage is shown on the Specifications Page.
- One or more bullets may be deleted in whole or in part.
- The references to Contributions may be deleted if the Coverage is Non-Contributory or all Coverages are Contributory.
- The evidence requirement may be deleted or revised as follows, to indicate that evidence is required for all insurance.

- You have met the Evidence Requirement for Employee Insurance.

6a. This item may be deleted in whole or in part or revised to remove references to Life Events.

6b. This item may be deleted in whole or in part. It may also be revised as follows:

- The item may be replaced by one of the following:

Evidence Requirement: You will be required to provide evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

Evidence Requirement: You will be required to provide evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

This requirement does not apply to any amount of Coverage for which you were insured under another group contract providing term life coverage for Employees of the ABC Company on the day prior to the Program Date.

- The references to Contributions may be deleted if the Coverage is Non-Contributory.
- The case specific limits which determine the need for evidence may be included.

7. This item may be deleted if there is no dependents coverage. It may also be revised as follows:

- The lead in paragraph may be expanded to include the date coverage will start and to indicate that coverage will not begin until enrollment is complete and Prudential approves the application. It may also reference that your Effective Date of Coverage is shown on the Specifications Page
- One or more bullets may be deleted in whole or in part.
- Bullets may be added or revised to include additional eligibility criteria.
- The references to Contributions may be deleted if the Coverage is Non-Contributory.
- If Dependents Term Life Insurance is not included, bullets referring to this coverage will be deleted.
- If Employee Coverage is not required for dependents coverage, references to this will be deleted.
- The evidence requirement may be deleted or revised as follows to indicate that evidence is required:

- For Dependents Term Life Insurance, you have met the Evidence

Requirement for your Spouse or Domestic Partner.

7a. This item may be deleted in whole or in part or revised to remove references to Life Events.

7b. This item may be deleted in whole or in part or revised as follows:

- The wording may be replaced by one of the following:

Evidence Requirement: You will be required to provide evidence of insurability for your Qualified Dependents. This requirement will be met when Prudential decides the evidence is satisfactory.

Evidence Requirement: You will be required to provide evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

This requirement does not apply to any amount of insurance for which you were insured under another group contract providing dependents term life coverage for dependents of Employees of the Employer on the day prior to the Program Date

- The references to Contributions may be deleted if the Coverage is Non-Contributory.
- The case specific limits which determine the need for evidence may be included.
- The sentence regarding evidence for a Qualified Dependent Child may be deleted.

7c. This item may be deleted in whole or in part or categories may be modified.

8. This item may be deleted in whole or in part. It may also be revised to:

- Reflect a delay for increases only.
- Replace the Employee wording to include a delay for medical confinement as an alternate or in addition to an active work requirement.
- If there is no Child coverage the Newborn Child Exception will be deleted.